

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TYREEK SHUFORD,

Plaintiff,

-against-

**STIPULATION AND
ORDER OF SETTLEMENT
AND DISCONTINUANCE**

CITY OF NEW YORK; New York City Department of
Correction (DOC) Commissioner MARTIN F. HORN;
DOC Chief of Department CAROLYN THOMAS; DOC
Deputy Commissioner RICHARD R. WHITE; GREGORY
MCLAUGHLIN, DOC Warden at Robert N. Davoren
Complex; DOC Officer JAMES DAVIS, Shield 14677;
DOC Officer TAWANN GUICE, Shield 15437; DOC
Officer DARLENE SANDERS, Shield 9591; and DOC
Officers JOHN/JANE DOES #1-5,

09 CV 00945 (PKC)

Defendants.
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WHEREAS, plaintiff commenced this action by filing a complaint on or about
March 3, 2009, alleging violations of his federal and state rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
including the issue of attorneys' fees, costs and expenses, without further proceedings and
without admitting any fault or liability; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without
costs, expenses, or fees in excess of the amount specified in paragraph "2" through "5" below.

2. The City of New York hereby agrees to pay plaintiff Tyreek Shuford the total sum of THREE HUNDRED AND SEVENTY THREE THOUSAND THREE HUNDRED (\$373,300) DOLLARS in full satisfaction of all claims made against the defendants, including costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Tyreek Shuford agrees to the dismissal, with prejudice, of all the claims against defendants City of New York, Martin F. Horn, Carolyn Thomas, Richard R. White, Gregory McLaughlin, James Davis, Tawann Guice and Darlene Sanders and to release all defendants, their successors or assigns; the City of New York and any official, agent, representative, or employee of the City of New York, either past or present, or any agency of the City of New York, including but not limited to, the New York Department of Correction, from any and all liability, claims or rights of action arising from, contained in, or related to the Complaint in this action, which were or could have been alleged by Plaintiff, including all claims for attorneys' fees, expenses and costs.

3. Defendant James Davis hereby agrees to pay plaintiff Tyreek Shuford the total sum of ONE THOUSAND FIVE HUNDRED (\$1,500) DOLLARS in full satisfaction of all claims made against the Defendants, including costs, expenses and attorneys' fees. In consideration for the payment of this sum, Plaintiff Tyreek Shuford agrees to the dismissal, with prejudice, of all the claims against Defendants and to release Defendants, their successors or assigns; the City of New York and any official, agent, representative, or employee of the City of New York, either past or present, or any agency of the City of New York, including but not limited to, the New York Department of Correction, from any and all liability, claims or rights of action arising from, contained in, or related to the Complaint in this action, which were or could have been alleged by Plaintiff, including all claims for attorneys' fees, expenses and costs.

4. Defendant Darlene Sanders hereby agrees to pay plaintiff Tyreek Shuford the total sum of TWO HUNDRED (\$200) DOLLARS in full satisfaction of any and all claims made against the Defendants, including costs, expenses and attorneys' fees. In consideration for the payment of this sum, Plaintiff Tyreek Shuford agrees to the dismissal, with prejudice, of all the claims against Defendants, and to release Defendants, their successors or assigns; the City of New York and any official, agent, representative, or employee of the City of New York, either past or present, or any agency of the City of New York, including but not limited to, the New York Department of Correction, from any and all liability, claims or rights of action arising from, contained in, or related to the Complaint in this action, which were or could have been alleged by Plaintiff, including all claims for attorneys' fees, expenses and costs.

5. Defendants James Davis and Darlene Sanders agree to release the other Defendants and any official, agent, representative, or employee of the City of New York, either past or present, or any agency of the City of New York, including but not limited to, the New York Department of Correction, from any and all liability, claims, counter-claims or rights of action arising from, contained in, or related to the Complaint in this action, including all claims for attorneys' fees, expenses and costs.

6. Plaintiff shall execute and deliver to counsel for the City of New York all documents necessary to effect this settlement, including, without limitation, a General Release based upon the terms of paragraphs "2" through "5" above, and Affidavit Concerning Liens.

7. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way performed the acts or omissions alleged in the Complaint herein or that defendants violated Plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United

States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York Department of Correction.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

October 1, 2009

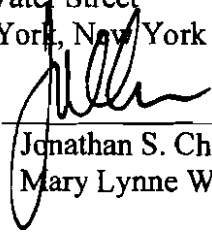
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SO ORDERED:


HONORABLE P. KEVIN CASTEL, U.S.D.J.

10-21-09